

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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STANISLAV LEVIN,

Plaintiff,

Civil Action No.: **2011 Cv 5252-RJS**

-against-

CREDIT SUISSE INC., METROPOLITAN
LIFE INSURANCE COMPANY and
AON HEWITT, INC.

**AFFIDAVIT OF
STANISLAV LEVIN**

Defendants.

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

STANISLAV LEVIN, being duly sworn, deposes and says:

1. I immigrated to the United States in 1990 from Moscow, Russia.
2. English, therefore, is not my first language. Russian is.
3. The first time I saw the Credit Suisse Disability Benefits SPD was when I accessed it online during my telephone call to Ilene. She directed me to the website which housed the SPD and then directed me to page (7) from which she quoted in support of her statement that I was not entitled to CS STD benefits and that if I applied I would definitely be denied..
4. I then asked Ilene what other CS disability benefits I was eligible to receive.
5. Ilene told me there were no CS disability benefits I was eligible to receive. All I could do, she said, was file a Worker's Compensation claim.
6. After my conversation with Ilene, I (continued to) read the STD portion of the SPD. I saw further information (also on page 7) supporting the conclusion that my eligibility for

STD benefits was dependent on, among other things, whether or not I was an exempt or non-exempt employee. Specifically, the SPD states as follows: "Your benefit is dependent on the following factors: ...(2) Whether you are an exempt employee or non-exempt employee ..." This sentence, to my mind, completely supported Ilene's statement to me that I was not eligible for CS STD benefits.

7. When, I finally, in April of 2008, fully read the SPD, I believed that because I was not eligible for STD benefits, I was not eligible for LTD benefits.

8.. The reason I believed this is because on page 17 of the SPD, it states that in order to be eligible for LTD benefits, one must be "employed by Credit Suisse," as well as satisfy the elimination period of 26 weeks. If I were receiving CS STD benefits, I would still be "employed" by the company for the full elimination period of 26 weeks and could thereafter apply for LTD benefits. However, by the time the elimination period expired, I was no longer employed by CS because I had to resign in June 2008 without any disability benefits at all.

9. Another reason I believed I was ineligible for LTD benefits is because, again on page 17 of SPD, it states that "Under the LTD Plan, you are disabled if, due to sickness, pregnancy, or accidental injury" you are unable to work. Because I was suffering from Repetitive Strain Injury, which is not a sickness, a pregnancy, or an accidental injury, I believed this was an additional reason why I did not and would not be eligible to receive either STD or LTD benefits.

10. By the time I spoke with Ilene in March 2008, I was in a great deal of physical as well as psychological pain. I suffered from insomnia and anxiety and in addition to the physical medical treatment I was undergoing, I began seeing a pyscho-therapist who prescribed Lorazepam (a tranquilizer), Ambien (a sleep aid), and Lexapro (an antidepressant) for me.

11. I tried as hard as I could at the time to search for a way to receive some help from Credit Suisse. I was not at my best in March 2008 and having reached a dead-end with Ilene at Hewitt and then with my supervisor and senior supervisor, and then finally with a CS Human Resources representative, I relied upon what these "experts" told me and "gave up" trying to find a way to obtain some sort of benefit from CS. Utterly believing I had no other option, I continued to work, "knowing" there were no benefit CS offered that I was eligible to receive. I worked until I literally paralyzed myself. (On May 16, 2008, I was hospitalized when my right arm became completely numb. The diagnosis was "forearm's vasculature is engorged." The hospital ran tests and I could not return to work for the next three days after that. Shortly thereafter, I was in such pain that I literally could not get out of bed and had no choice but to resign.)

12. It was not until someone at my RSI Support Group told me that he qualified for LTD benefits from his company (even though he was also receiving Workers Comp benefits as well as SSD benefits) that I realized Ilene must not have given me correct or accurate information and, further realized, that I must have misinterpreted the CS SPD. I, therefore, forthwith applied for LTD benefits.

13. But, frankly, it still appears to me that the plain reading of the CS SPD states that under my circumstances, I am not entitled to either STD or LTD benefits.

/s/ Stanislav Levin
STANISLAV LEVIN

Sworn to before me this
10th day of May 2013.

/s/ HNBoxer
Notary Public